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NOTE CHANGES MADE BY THE COURT

Attorneys for Defendant and Third-Party
Plaintiff BURLINGTON COAT
FACTORY DIRECT CORPORATION

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

UNICOLORS, INC., a California
Corporation,

Plaintiff,

vs.

COTTON EXPRESS CORPORATION,
a New Jersey Corporation; 10 SPOT OF
KEARNY, LLC, a New Jersey Limited
Liability Company; BURLINGTON
COAT FACTORY DIRECT
CORPORATION, a New Jersey
Corporation; and DOES 1-10, inclusive,

Defendants.

Case No. 2:17-cv-02744-SVW-AGR

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

Judge: Hon. Stephen V. Wilson

Action Filed: April 11, 2017
Trial Date: November 7, 2017

AND RELATED THIRD-PARTY
CLAIM.

NOTE CHANGES MADE BY THE COURT

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this

Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding purchase and sale prices of fabric or garments by suppliers, manufacturers, importers, distributors or fashion retailers, information regarding confidential business practices, or other confidential research, development, or commercial information regarding the creation, purchase or sale of graphics used on textiles and garments, or other confidential commercial information (including information implicating privacy rights of third parties), information generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such

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1 information is justified in this matter. It is the intent of the parties and the Court that
 2 information will not be designated as confidential for tactical reasons and that
 3 nothing shall be so designated without a good faith belief that it has been maintained
 4 in a confidential, non-public manner, and there is good cause why it should not be
 5 part of the public record of this case.

6 Examples of confidential information that the parties may seek to protect
 7 from unrestricted or unprotected disclosure include:

8 (a) Information that is the subject of a non-disclosure or
 9 confidentiality agreement or obligation;

10 (b) The names, or other information tending to reveal the identity of
 11 a party's supplier, designer, distributor, or customer;

12 (c) Agreements with third-parties, including license agreements,
 13 distributor agreements, manufacturing agreements, design agreements, development
 14 agreements, supply agreements, sales agreements, or service agreements;

15 (d) Research and development information;

16 (e) Proprietary engineering or technical information, including
 17 product design, manufacturing techniques, processing information, drawings,
 18 memoranda and reports;

19 (f) Information related to budgets, sales, profits, costs, margins,
 20 licensing of technology or designs, product pricing, or other internal
 21 financial/accounting information, including non-public information related to
 22 financial condition or performance and income or other non-public tax information;

23 (g) Information related to internal operations including personnel
 24 information;

25 (h) Information related to past, current and future product
 26 development;

27 (i) Information related to past, current and future market analyses
 28 and business and marketing development, including plans, strategies, forecasts and

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1 competition; and

2 (j) Trade secrets (as defined by the jurisdiction in which the
3 information is located).

4 Unrestricted or unprotected disclosure of such confidential technical,
5 commercial or personal information would result in prejudice or harm to the
6 producing party by revealing the producing party's competitive confidential
7 information, which has been developed at the expense of the producing party and
8 which represents valuable tangible and intangible assets of that party. Additionally,
9 privacy interests must be safeguarded. Accordingly, the parties respectfully submit
10 that there is good cause for the entry of this Protective Order.

11 The parties agree, subject to the Court's approval, that the following terms
12 and conditions shall apply to this civil action.

13 2. DEFINITIONS

14 2.1 Action: This pending federal law suit entitled *Unicolors, Inc. v. Cotton*
15 *Express Corp., et al.* (and related Thirty-Party Claim), Case No. 2:17-cv-02744-
16 SVW-AGR.

17 2.2 Challenging Party: a Party or Non-Party that challenges the designation
18 of information or items under this Order.

19 2.3 Counsel: Outside Counsel of Record and House Counsel (as well as
20 their support staff).

21 2.4 Designating Party: a Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
24 ONLY".

25 2.5 Disclosure or Discovery Material: all items or information, regardless
26 of the medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are produced or
28 generated in disclosures or responses to discovery in this matter.

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2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action. This definition includes a professional jury or trial consultant retained in connection with this litigation. The expert witness or consultant may not be a past or a current employee of the Party (including any affiliates or related entities) adverse to the Party engaging the expert witness or consultant or someone who at the time of retention is anticipated to become an employee of the Party (including any affiliates or related entities) adverse to the Party engaging the expert witness or consultant.

2.7 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.8 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.9 Outside Counsel of Record: attorneys who are not employees of a Party to this Action but are retained to represent or advise a Party to this Action and have appeared in this Action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party, and includes support staff.

2.10 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.12 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

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2.13 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY".

2.14 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.15 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY": any Disclosure or Discovery Material or such portion of such material that the Designating Party has a reasonable belief that the information disclosed, if known to one or more Parties in the case, would have a reasonable chance of putting the Designating Party to a competitive disadvantage or otherwise result in the disclosure of sensitive proprietary information that could cause future harm. Notwithstanding the terms of this agreement, Plaintiff's attorney is entitled to disclose to Plaintiff the total revenue and gross profit data disclosed in this action, as well as the names of any Parties responsible for distributing the infringing product at issue, or any components of said product.

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

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1 4. DURATION

2 Even after the final disposition of this Action, the confidentiality obligations
 3 imposed by this Order shall remain in effect until a Designating Party agrees
 4 otherwise in writing or a court order otherwise directs. Final disposition shall be
 5 deemed to be the latter of (1) dismissal of all claims and defenses in this Action,
 6 with or without prejudice, (2) final judgment herein after the completion and
 7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
 8 including the time limits for filing any motions or applications for extension of time
 9 pursuant to applicable law.

10 5. DESIGNATING PROTECTED MATERIAL11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

12 Each Party or Non-Party that designates information or items for protection under
 13 this Order must take care to limit any such designation to specific material that
 14 qualifies under the appropriate standards. The Designating Party must designate for
 15 protection only those parts of material, documents, items, or oral or written
 16 communications that qualify so that other portions of the material, documents,
 17 items, or communications for which protection is not warranted are not swept
 18 unjustifiably within the ambit of this Order. Designating Party's counsel shall make
 19 a good faith determination that the information warrants such protection.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations
 21 that are shown to be clearly unjustified or that have been made for an improper
 22 purpose (e.g., to unnecessarily encumber the case development process or to impose
 23 unnecessary expenses and burdens on other parties) may expose the Designating
 24 Party to sanctions.

25 If it comes to a Designating Party's attention that information or items that it
 26 designated for protection do not qualify for protection, that Designating Party must
 27 promptly notify all other Parties that it is withdrawing the inapplicable designation.

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1 5.2 Manner and Timing of Designations. Except as otherwise provided in
 2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 4 under this Order must be clearly so designated before the material is disclosed or
 5 produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or electronic
 8 documents, but excluding transcripts of depositions or other pretrial or trial
 9 proceedings), that the Producing Party affix at a minimum, the legend
 10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 11 ONLY” (hereinafter “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 12 ATTORNEYS’ EYES ONLY” legend), to each page that contains protected
 13 material. If only a portion or portions of the material on a page qualifies for
 14 protection, the Producing Party also must clearly identify the protected portion(s)
 15 (e.g., by making appropriate markings in the margins).

16 A Party or Non-Party that makes originals or copies of documents or
 17 materials available for inspection need not designate them for protection until after
 18 the inspecting Party has indicated which documents or materials it would like copied
 19 and produced. During the inspection and before the designation, all of the material
 20 made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
 21 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
 22 documents it wants copied and produced, the Producing Party must determine which
 23 documents, or portions thereof, qualify for protection under this Order. Then, before
 24 producing the specified documents, the Producing Party must affix the
 25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 26 ONLY” legend to each page that contains Protected Material. If only a portion or
 27 portions of the material on a page qualifies for protection, the Producing Party also
 28 must clearly identify the protected portion(s) (e.g., by making appropriate markings

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1 in the margins) and must specify, for each portion, the level of protection being
 2 asserted (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
 3 ATTORNEYS' EYES ONLY").

4 (b) for testimony given in depositions ~~or in other pretrial or trial~~
 5 ~~proceedings~~, that the Designating Party or Non-Party offering or sponsoring the
 6 testimony shall identify the Disclosure or Discovery Material on the record, before
 7 the close of the deposition, ~~hearing or other proceeding~~, or within 21 days after
 8 receiving the transcript of the deposition ~~or other testimony~~, and further, specify any
 9 portions of the testimony that qualify as "CONFIDENTIAL" or "HIGHLY
 10 CONFIDENTIAL – ATTORNEYS' EYES ONLY". During the 21 day period,
 11 counsel for the Parties shall treat the entire testimony and transcript as if it had been
 12 designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY".

13 Pages of transcribed deposition or other testimony or exhibits to such
 14 testimony that reveal Protected Material must be separately bound by the court
 15 reporter, who must affix to the top of each such page the legend
 16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
 17 ONLY", as instructed by the Party or Non-Party offering or sponsoring the witness
 18 or presenting the testimony, and may not be disclosed to anyone except as permitted
 19 under this Stipulated Protective Order. Where testimony is designated during a
 20 deposition, the Designating Party shall have the right to exclude, at those portion(s)
 21 of the deposition, all persons not authorized by the terms of this Order to receive
 22 such designated material.

23 (c) for information produced in some form other than documentary
 24 and for any other tangible items, that the Producing Party affix in a prominent place
 25 on the exterior of the container or containers in which the information is stored the
 26 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
 27 EYES ONLY". If only a portion or portions of the information warrants protection,
 28 the Producing Party, to the extent practicable, shall identify the protected portion(s),

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1 specifying whether they qualify as “CONFIDENTIAL” or as “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items as “CONFIDENTIAL” or
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” does not, standing
6 alone, waive the Designating Party’s right to secure protection under this Order for
7 such material. Upon timely correction of a designation, the Receiving Party must
8 make reasonable efforts to assure that the material is treated in accordance with the
9 provisions of this Order.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time that is consistent with the Court’s
13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
15 resolution process in good faith under Local Rule 37.1 et seq. A Challenging Party
16 may proceed to the next stage of the challenge process only if it has engaged in the
17 meet-and-confer process first.

18 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
19 joint stipulation pursuant to Local Rule 37-2.

20 6.4 The burden of persuasion in any such challenge proceeding shall be on
21 the Designating Party. Frivolous challenges, and those made for an improper
22 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
23 parties) may expose the Challenging Party to sanctions. Unless the Designating
24 Party has waived or withdrawn the confidentiality designation, all parties shall
25 continue to afford the material in question the level of protection to which it is
26 entitled under the Producing Party’s designation until the Court rules on the
27 challenge.

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7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below ("FINAL DISPOSITION").

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(c) Other employees of the Receiving Party to whom disclosure is reasonably necessary for this Action and who are bound by internal confidentiality obligations as part of their employment or who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (e) the Court and its personnel;

3 (f) court reporters and their staff;

4 (g) professional jury or trial consultants, mock jurors, and

5 Professional Vendors to whom disclosure is reasonably necessary for this Action

6 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit

7 A);

8 (h) the author or recipient of a document containing the information
9 or a custodian or other person who otherwise possessed or knew the information;

10 (i) during their depositions, witnesses, and attorneys for witnesses,
11 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing
12 party requests that the witness sign the “Acknowledgment and Agreement to Be
13 Bound” attached as Exhibit A hereto; and (2) they will not be permitted to keep any
14 confidential information unless they sign the “Acknowledgment and Agreement to
15 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
16 by the Court. Pages of transcribed deposition testimony or exhibits to depositions
17 that reveal Protected Material shall be separately bound by the court reporter and
18 may not be disclosed to anyone except as permitted under this Stipulated Protective
19 Order; and

20 (j) any mediator or settlement officer, and their supporting
21 personnel, mutually agreed upon by any of the parties engaged in settlement
22 discussions.

23 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in
25 writing by the Designating Party, a Receiving Party may disclose any information or
26 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
27 to:

28 (a) the Receiving Party’s Outside Counsel of Record, as well as

1 employees of said outside counsel to whom it is reasonably necessary to disclose the
2 information for this Action;

3 (b) Experts (as defined in this Order) of the Receiving Party to
4 whom disclosure is reasonably necessary for this Action and who have signed the
5 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

6 (c) the Court and its personnel assigned to this Action;

7 (d) court reporters, their staffs, and Professional Vendors to whom
8 disclosure is reasonably necessary for this Action and who have signed the
9 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

10 (e) the author or recipient of a document containing the information
11 or the original source of the information; and

12 (f) any mediator or settlement officer, and their supporting
13 personnel, mutually agreed upon by any of the parties engaged in settlement
14 discussions.

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
16 IN OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation
18 that compels disclosure of any information or items designated in this Action as
19 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
20 ONLY", that Party must:

21 (a) promptly notify in writing the Designating Party. Such
22 notification shall be given within 5 business days after receiving the subpoena or
23 order and shall include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or
25 order to issue in the other litigation that some or all of the material covered by the
26 subpoena or order is subject to this Protective Order. Such notification shall include
27 a copy of this Stipulated Protective Order; and

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1 (c) cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with
4 the subpoena or court order shall not produce any information designated in this
5 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
6 EYES ONLY" before a determination by the court from which the subpoena or
7 order issued, unless the Party has obtained the Designating Party's permission. The
8 Designating Party shall bear the burden and expense of seeking protection in that
9 court of its confidential material and nothing in these provisions should be construed
10 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
11 directive from another court.

12 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
13 PRODUCED IN THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced
15 by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
16 CONFIDENTIAL – ATTORNEYS' EYES ONLY". Such information produced by
17 Non-Parties in connection with this litigation is protected by the remedies and relief
18 provided by this Order. Nothing in these provisions should be construed as
19 prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request,
21 to produce a Non-Party's confidential information in its possession, and the Party is
22 subject to an agreement with the Non-Party not to produce the Non-Party's
23 confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the
25 Non-Party that some or all of the information requested is subject to a
26 confidentiality agreement with a Non-Party;

27 (2) promptly provide the Non-Party with a copy of the
28 Stipulated Protective Order in this Action, the relevant discovery request(s), and a

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1 reasonably specific description of the information requested; and

2 (3) make the information requested available for inspection by
3 the Non-Party, if requested.

4 (c) If the Non-Party fails to seek a protective order from this Court
5 within 14 days of receiving the notice and accompanying information, the Receiving
6 Party may produce the Non-Party's confidential information responsive to the
7 discovery request. If the Non-Party timely seeks a protective order, the Receiving
8 Party shall not produce any information in its possession or control that is subject to
9 the confidentiality agreement with the Non-Party before a determination by the
10 Court. Absent a Court order to the contrary, the Non-Party shall bear the burden and
11 expense of seeking protection in this Court of its Protected Material.

12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
14 Protected Material to any person or in any circumstance not authorized under this
15 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
16 writing the Designating Party of the unauthorized disclosures; (b) use its best efforts
17 to retrieve all unauthorized copies of the Protected Material; (c) inform the person or
18 persons to whom unauthorized disclosures were made of all the terms of this Order;
19 and (d) request such person or persons to execute the "Acknowledgment and
20 Agreement to Be Bound" that is attached hereto as Exhibit A.

21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
22 PROTECTED MATERIAL

23 When a Producing Party gives notice to Receiving Parties that certain
24 inadvertently produced material is subject to a claim of privilege or other protection,
25 and that such material was inadvertently produced without the appropriate
26 Confidentiality designation, the obligations of the Receiving Parties are those set
27 forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended
28 to modify whatever procedure may be established in an e-discovery order that

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1 provides for production without prior privilege review. Pursuant to Federal Rule of
2 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of
3 disclosure of a communication or information covered by the attorney-client
4 privilege or work product protection, the parties may incorporate their agreement in
5 the stipulated protective order submitted to the Court.

6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
8 person to seek its modification by the Court in the future. The Parties agree to meet
9 and confer prior to seeking to modify this Order for any reason.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in this
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any
14 ground to use in evidence of any of the material covered by this Protective Order.

15 12.3 Filing Protected Material. A Party that seeks to file under seal any
16 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
17 only be filed under seal pursuant to a court order authorizing the sealing of the
18 specific Protected Material at issue. If a Party's request to file Protected Material
19 under seal is denied by the Court, then the Receiving Party may file the information
20 in the public record unless otherwise instructed by the Court.

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in paragraph 4, within 60
23 days of a written request by the Designating Party, each Receiving Party must return
24 all Protected Material to the Producing Party or destroy such material. As used in
25 this subdivision, "all Protected Material" includes all copies, extracts, abstracts,
26 compilations, summaries, and any other format reproducing or capturing any of the
27 Protected Material. Whether the Protected Material is returned or destroyed, the
28 Receiving Party must submit a written certification to the Producing Party (and, if

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1 not the same person or entity, to the Designating Party) by the 60 day deadline that
2 (1) identifies (by category, where appropriate) all the Protected Material that was
3 returned or destroyed and (2) affirms that the Receiving Party has not retained any
4 copies, extracts, abstracts, compilations, summaries or any other format reproducing
5 or capturing any of the Protected Material. Notwithstanding this provision, Counsel
6 are entitled to retain an archival copy of all pleadings, motion papers, trial,
7 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
8 and trial exhibits, expert reports, attorney work product, and consultant and expert
9 work product, even if such materials contain Protected Material. Any such archival
10 copies that contain or constitute Protected Material remain subject to this Protective
11 Order as set forth in Section 4 ("DURATION").

12 14. VIOLATION. Any violation of this Order may be punished by any and all
13 appropriate measures including, without limitation, contempt proceedings and/or
14 monetary sanctions.

15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16
17 DATED: September 6, 2017 JEONG & LIKENS, L.C.

18
19 By: /s/ C. Yong Jeong
20 C. YONG JEONG
21 Attorneys for Plaintiff
22 UNICOLORS, INC.

23 DATED: September 6, 2017 FREEMAN, FREEMAN & SMILEY, LLP

24
25 By: /s/ Todd M. Lander
26 TODD M. LANDER
27 Attorneys for Defendant and Third-Party
28 Plaintiff BURLINGTON COAT
FACTORY DIRECT CORPORATION

1 DATED: September 6, 2017

2 THE LAW OFFICE OF KEVIN M. WELCH

3 By: /s/ Kevin M. Welch

4 KEVIN M. WELCH

5 Attorneys for Defendant

6 COTTON EXPRESS CORPORATION

7 and Third-Party Defendant WINGS

8 MANUFACTURING CORPORATION

9
10
11 FREEMAN, FREEMAN & SMILEY, LLP
12 1888 CENTURY PARK EAST, SUITE 1900
13 LOS ANGELES, CALIFORNIA 90067
14 (310) 255-6100
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28

1 I hereby attest that all signatories listed above, on whose behalf this notice is
2 being submitted, concur in the filing's content and have authorized the filing.

3 DATED: September 6, 2017 FREEMAN, FREEMAN & SMILEY, LLP

4
5 By: /s/ Penny M. Costa

6 PENNY M. COSTA

7 Attorneys for Defendant and Third-Party

8 Plaintiff BURLINGTON COAT

9 FACTORY DIRECT CORPORATION

10 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

11
12 DATED: 9/20/2017

13 Alicia G. Rosenberg

14 Honorable Stephen V. Wilson
15 United States District Judge

FREEMAN, FREEMAN & SMILEY, LLP
1888 CENTURY PARK EAST, SUITE 1900
LOS ANGELES, CALIFORNIA 90067
(310) 255-6100

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the Central District of
California on [date] in the case of *Unicolors, Inc. v. Cotton Express Corporation,*
et al., 2:17-cv-02744-SVW-AGR. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print
or type full name] of _____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

FREEMAN, FREEMAN & SMILEY, LLP
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